

FILED IN THE  
U.S. DISTRICT COURT  
EASTERN DISTRICT OF WASHINGTON

**Jul 15, 2024**

SEAN F. McAVOY, CLERK

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF WASHINGTON

LETICIA CARTER,

Plaintiff,

v.

BENTON COUNTY, a Washington  
State municipal corporation; DOES 1-  
100, employees of Benton County; and  
CORPORATIONS XYZ 1-100,

Defendants.

No. 4:24-CV-05050-MKD

STIPULATED PROTECTIVE  
ORDER

**ECF No. 11**

Before the Court is the Parties' Stipulated Protective Order. ECF No. 11.

The parties request entry of a stipulated protective order. The Court has reviewed the record and finds good cause to enter the proposed order.

Accordingly, **IT IS HEREBY ORDERED:**

1. The parties' Stipulated Protective Order, **ECF No. 11**, is **GRANTED**.
2. The following Protective Order shall apply to this case:

**PROTECTIVE ORDER**

1. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection may be warranted.

Accordingly, the parties hereby stipulate to and petition the court to enter the following Stipulated Protective Order. The parties acknowledge that this agreement is consistent with LCR 26(c). It does not confer blanket protection on all disclosures or responses to discovery, the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles, and it does not presumptively entitle parties to file confidential information under seal.

2. "CONFIDENTIAL" MATERIAL

"Confidential" material shall include the following documents and tangible things produced or otherwise exchanged: Plaintiff's medical records and bills, Plaintiff's bank account, financial information, and tax records, and sensitive employee files and records.

3. SCOPE

The protections conferred by this agreement cover not only confidential material (as defined above), but also (1) any information copied or extracted from confidential material; (2) all copies, excerpts, summaries, or compilations of

1 confidential material; and (3) any testimony, conversations, or presentations by  
2 parties or their counsel that might reveal confidential material.

3 However, the protections conferred by this agreement do not cover  
4 information that is in the public domain or becomes part of the public domain  
5 through trial or otherwise.

6 4. ACCESS TO AND USE OF CONFIDENTIAL MATERIAL

7 4.1 Basic Principles. A receiving party may use confidential  
8 material that is disclosed or produced by another party or by a non-party in  
9 connection with this case only for prosecuting, defending, or attempting to  
10 settle this litigation. Confidential material may be disclosed only to the  
11 categories of persons and under the conditions described in this agreement.  
12 Confidential material must be stored and maintained by a receiving party at  
13 a location and in a secure manner that ensures that access is limited to the  
14 persons authorized under this agreement.

15 4.2 Disclosure of “CONFIDENTIAL” Information or Items.

16 Unless otherwise ordered by the court or permitted in writing by the  
17 designating party, a receiving party may disclose any confidential material  
18 only to:  
19  
20

1 (a) the receiving party's counsel of record in this action, as  
2 well as employees of counsel to whom it is reasonably necessary to  
3 disclose the information for this litigation;

4 (b) the officers, directors, and employees (including in house  
5 counsel) of the receiving party to whom disclosure is reasonably  
6 necessary for this litigation, unless the parties agree that a particular  
7 document or material produced is for Attorney's Eyes Only and is so  
8 designated;

9 (c) experts and consultants to whom disclosure is reasonably  
10 necessary for this litigation and who have signed the  
11 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

12 (d) the court, court personnel, and court reporters and their  
13 staff;

14 (e) copy or imaging services retained by counsel to assist in  
15 the duplication of confidential material, provided that counsel for the  
16 party retaining the copy or imaging service instructs the service not to  
17 disclose any confidential material to third parties and to immediately  
18 return all originals and copies of any confidential material;

19 (f) during their depositions, witnesses in the action to whom  
20 disclosure is reasonably necessary and who have signed the

1 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless  
2 otherwise agreed by the designating party or ordered by the court.  
3 Pages of transcribed deposition testimony or exhibits to depositions  
4 that reveal confidential material must be separately bound by the court  
5 reporter and may not be disclosed to anyone except as permitted under  
6 this agreement;

7 (g) the author or recipient of a document containing the  
8 information or a custodian or other person who otherwise possessed or  
9 knew the information.

10 4.3 Filing Confidential Material. Before filing confidential material  
11 or discussing or referencing such material in court filings, the filing party  
12 shall confer with the designating party, in accordance with Local Civil Rule  
13 5(g)(3)(A),<sup>1</sup> to determine whether the designating party will remove the  
14 confidential designation, whether the document can be redacted, or whether  
15 a motion to seal or stipulation and proposed order is warranted. During the  
16

---

17 <sup>1</sup> The parties refer to Local Civil Rules that this Court does not have. The Court  
18 presumes the parties make reference to the Western District of Washington’s Local  
19 Rules. For the purposes of this order only, and limited to the specific rules cited,  
20 the Western District’s Local Rules are incorporated herein.

1 meet and confer process, the designating party must identify the basis for  
2 sealing the specific confidential information at issue, and the filing party  
3 shall include this basis in its motion to seal, along with any objection to  
4 sealing the information at issue. Local Civil Rule 5(g) sets forth the  
5 procedures that must be followed and the standards that will be applied  
6 when a party seeks permission from the court to file material under seal. A  
7 party who seeks to maintain the confidentiality of its information must  
8 satisfy the requirements of Local Civil Rule 5(g)(3)(B), even if it is not the  
9 party filing the motion to seal. Failure to satisfy this requirement will result  
10 in the motion to seal being denied, in accordance with the strong  
11 presumption of public access to the Court's files.

12 5. DESIGNATING PROTECTED MATERIAL

13 5.1 Exercise of Restraint and Care in Designating Material for  
14 Protection. Each party or non-party that designates information or items for  
15 protection under this agreement must take care to limit any such designation  
16 to specific material that qualifies under the appropriate standards. The  
17 designating party must designate for protection only those parts of material,  
18 documents, items, or oral or written communications that qualify, so that  
19 other portions of the material, documents, items, or communications for  
20

1 which protection is not warranted are not swept unjustifiably within the  
2 ambit of this agreement.

3 Mass, indiscriminate, or routinized designations are prohibited.  
4 Designations that are shown to be clearly unjustified or that have been made  
5 for an improper purpose (e.g., to unnecessarily encumber or delay the case  
6 development process or to impose unnecessary expenses and burdens on  
7 other parties) expose the designating party to sanctions.

8 If it comes to a designating party's attention that information or items  
9 that it designated for protection do not qualify for protection, the designating  
10 party must promptly notify all other parties that it is withdrawing the  
11 mistaken designation.

12 5.2 Manner and Timing of Designations. Except as otherwise  
13 provided in this agreement (see, e.g., second paragraph of section 5.2(a)  
14 below), or as otherwise stipulated or ordered, disclosure or discovery  
15 material that qualifies for protection under this agreement must be clearly so  
16 designated before or when the material is disclosed or produced.

17 (a) Information in documentary form: (e.g., paper or  
18 electronic documents and deposition exhibits, but excluding  
19 transcripts of depositions or other pretrial or trial proceedings), the  
20 designating party must affix the word "CONFIDENTIAL" to each

1 page that contains confidential material. If only a portion or portions  
2 of the material on a page qualifies for protection, the producing party  
3 also must clearly identify the protected portion(s) (e.g., by making  
4 appropriate markings in the margins).

5 (b) Testimony given in deposition or in other pretrial  
6 proceedings: the parties and any participating non-parties must  
7 identify on the record, during the deposition or other pretrial  
8 proceeding, all protected testimony, without prejudice to their right to  
9 so designate other testimony after reviewing the transcript. Any party  
10 or non-party may, within fifteen days after receiving the transcript of  
11 the deposition or other pretrial proceeding, designate portions of the  
12 transcript, or exhibits thereto, as confidential. If a party or non-party  
13 desires to protect confidential information at trial, the issue should be  
14 addressed during the pre-trial conference.

15 (c) Other tangible items: the producing party must affix in a  
16 prominent place on the exterior of the container or containers in which  
17 the information or item is stored the word “CONFIDENTIAL.” If  
18 only a portion or portions of the information or item warrant  
19 protection, the producing party, to the extent practicable, shall identify  
20 the protected portion(s).



1           5.3    Inadvertent Failures to Designate. If timely corrected, an  
2           inadvertent failure to designate qualified information or items does not,  
3           standing alone, waive the designating party's right to secure protection under  
4           this agreement for such material. Upon timely correction of a designation,  
5           the receiving party must make reasonable efforts to ensure that the material  
6           is treated in accordance with the provisions of this agreement.

7           6.    CHALLENGING CONFIDENTIALITY DESIGNATIONS

8           6.1    Timing of Challenges. Any party or non-party may challenge a  
9           designation of confidentiality at any time. Unless a prompt challenge to a  
10          designating party's confidentiality designation is necessary to avoid  
11          foreseeable, substantial unfairness, unnecessary economic burdens, or a  
12          significant disruption or delay of the litigation, a party does not waive its  
13          right to challenge a confidentiality designation by electing not to mount a  
14          challenge promptly after the original designation is disclosed.

15          6.2    Meet and Confer. The parties must make every attempt to  
16          resolve any dispute regarding confidential designations without court  
17          involvement. Any motion regarding confidential designations or for a  
18          protective order must include a certification, in the motion or in a declaration  
19          or affidavit, that the movant has engaged in a good faith meet and confer  
20          conference with other affected parties in an effort to resolve the dispute

1 without court action. The certification must list the date, manner, and  
2 participants to the conference. A good faith effort to confer requires a face-  
3 to-face meeting or a telephone conference.

4 6.3 Judicial Intervention. If the parties cannot resolve a challenge  
5 without court intervention, the designating party may file and serve a motion  
6 to retain confidentiality under Local Civil Rule 7. (and in compliance with  
7 Local Civil Rule 5(g), if applicable). The burden of persuasion in any such  
8 motion shall be on the designating party. Frivolous challenges, and those  
9 made for an improper purpose (e.g., to harass or impose unnecessary  
10 expenses and burdens on other parties) may expose the challenging party to  
11 sanctions. All parties shall continue to maintain the material in question as  
12 confidential until the court rules on the challenge.

13 7. PROTECTED MATERIAL SUBPOENAED OR ORDERED  
14 PRODUCED IN OTHER LITIGATION

15 If a party is served with a subpoena or a court order issued in other litigation  
16 that compels disclosure of any information or items designated in this action as  
17 “CONFIDENTIAL,” that party must:

18 (a) promptly notify the designating party in writing and include a  
19 copy of the subpoena or court order;

20 (b) promptly notify in writing the party who caused the subpoena  
or order to issue in the other litigation that some or all of the material

1 covered by the subpoena or order is subject to this agreement. Such  
2 notification shall include a copy of this agreement; and

3 (c) cooperate with respect to all reasonable procedures sought to be  
4 pursued by the designating party whose confidential material may be  
5 affected.

6 8. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

7 If a receiving party learns that, by inadvertence or otherwise, it has disclosed  
8 confidential material to any person or in any circumstance not authorized under  
9 this agreement, the receiving party must immediately (a) notify in writing the  
10 designating party of the unauthorized disclosures, (b) use its best efforts to retrieve  
11 all unauthorized copies of the protected material, (c) inform the person or persons  
12 to whom unauthorized disclosures were made of all the terms of this agreement,  
13 and (d) request that such person or persons execute the “Acknowledgment and  
14 Agreement to Be Bound” that is attached hereto as Exhibit A.

15 9. INADVERTENT PRODUCTION OF PRIVILEGED OR  
16 OTHERWISE PROTECTED MATERIAL

17 When a producing party gives notice to receiving parties that certain  
18 inadvertently produced material is subject to a claim of privilege or other  
19 protection, the obligations of the receiving parties are those set forth in Federal  
20 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify  
whatever procedure may be established in an e-discovery order or agreement that

1 provides for production without prior privilege review. The parties agree to the  
2 entry of a non-waiver order under Fed. R. Evid. 502(d) as set forth herein.

3       10.    NON TERMINATION AND RETURN OF DOCUMENTS

4       Within 60 days after the termination of this action, including all appeals,  
5 each receiving party must return all confidential material to the producing party,  
6 including all copies, extracts and summaries thereof. Alternatively, the parties  
7 may agree upon appropriate methods of destruction.

8       Notwithstanding this provision, counsel are entitled to retain one archival  
9 copy of all documents filed with the court, trial, deposition, and hearing transcripts,  
10 correspondence, deposition and trial exhibits, expert reports, attorney work  
11 product, and consultant and expert work product, even if such materials contain  
12 confidential material.

13       The confidentiality obligations imposed by this agreement shall remain in  
14 effect until a designating party agrees otherwise in writing or a court orders  
15 otherwise.

16       **IT IS FURTHER ORDERED** that pursuant to Fed. R. Evid. 502(d), the  
17 production of any documents, electronically stored information (ESI) or  
18 information, whether inadvertent or otherwise, in this proceeding shall not, for the  
19 purposes of this proceeding or any other federal or state proceeding, constitute a  
20 waiver by the producing party of any privilege applicable to those documents,

1 including the attorney-client privilege, attorney work-product protection, or any  
2 other privilege or protection recognized by law. This Order shall be interpreted to  
3 provide the maximum protection allowed by Fed. R. Evid. 502(d). The provisions  
4 of Fed. R. Evid. 502(b) do not apply. Nothing contained herein is intended to or  
5 shall serve to limit a party's right to conduct a review of documents, ESI or  
6 information (including metadata) for relevance, responsiveness and/or segregation  
7 of privileged and/or protected information before production. Information  
8 produced in discovery that is protected as privileged or work product shall be  
9 immediately returned to the producing party.

10 **IT IS SO ORDERED.** The District Court Executive is directed to enter this  
11 Order and provide copies to the parties.

12 DATED July 15, 2024.

13 s/Mary K. Dimke  
14 MARY K. DIMKE  
UNITED STATES DISTRICT JUDGE

EXHIBIT A  
ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of  
\_\_\_\_\_ [print or type full address], declare  
under penalty of perjury that I have read in its entirety and understand the  
Stipulated Protective Order that was issued by the United States District Court for  
the Eastern District of Washington on \_\_\_\_\_ in the case of  
*Leticia Carter v. Benton County, et al.*, Cause No. 4:24-cv-05050-MKD. I agree to  
comply with and to be bound by all the terms of this Stipulated Protective Order  
and I understand and acknowledge that failure to so comply could expose me to  
sanctions and punishment in the nature of contempt. I solemnly promise that I will  
not disclose in any manner any information or item that is subject to this Stipulated  
Protective Order to any person or entity except in strict compliance with the  
provisions of this Order.

I further agree to submit to the jurisdiction of the United States District  
Court for the Eastern District of Washington for the purpose of enforcing the terms  
of this Stipulated Protective Order, even if such enforcement proceedings occur  
after termination of this action.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2024, at \_\_\_\_\_.  
(City and State)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name